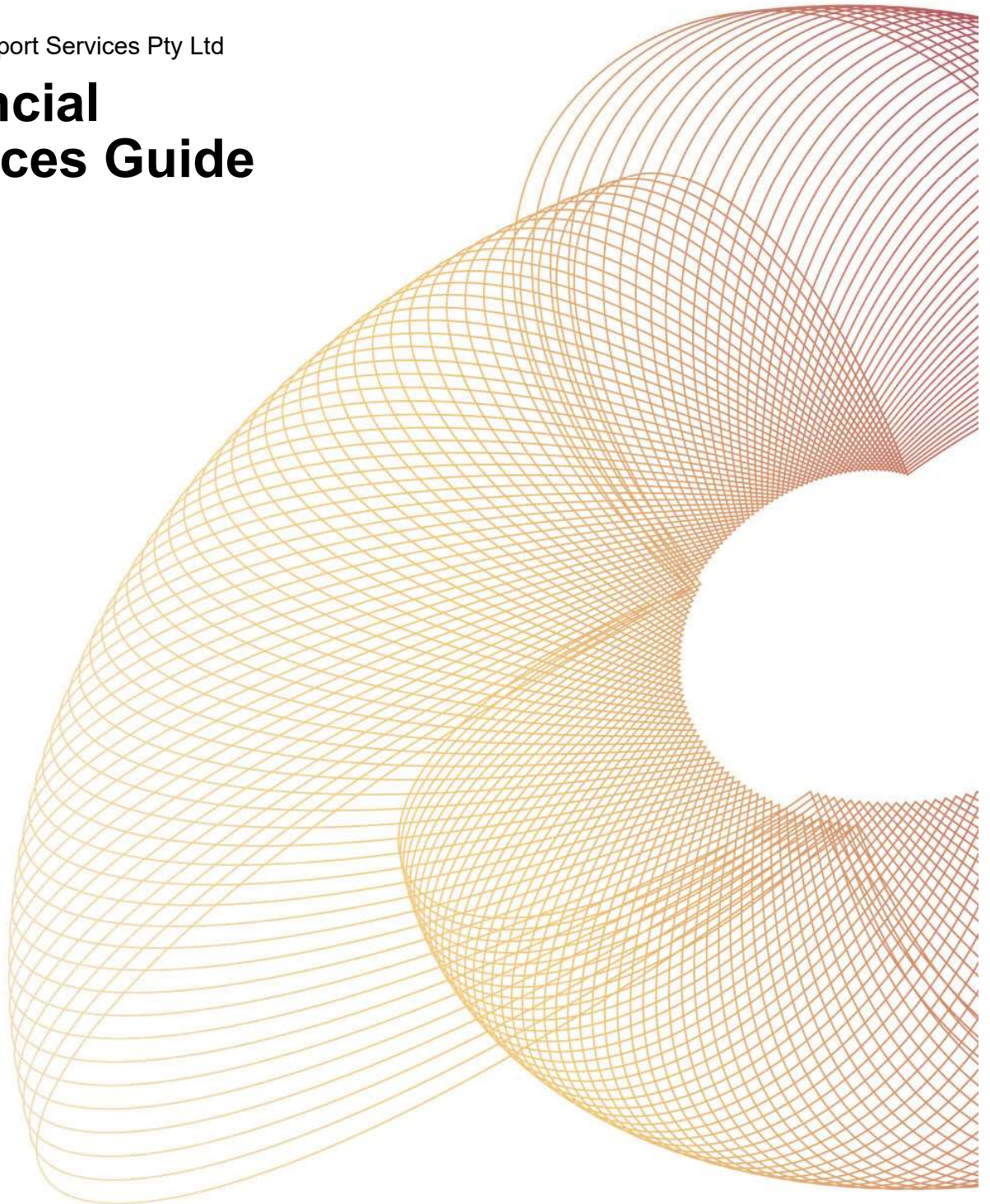




**cashel family office**

Cashel Support Services Pty Ltd

# **Financial Services Guide**



## Financial Services Guide

### 1. Date of FSG, issuer and changes

This Financial Services Guide (“FSG”) was prepared on and is dated 4 March 2020. This FSG is issued by Cashel Support Services Pty Ltd (ABN 31 619 697 808, Authorised Representative Number 001257601) (“Cashel”, “we”, “us”). Cashel is an authorised representative of Cashel Financial Services Pty Ltd ABN 23 106 177 093, Australian Financial Services Licence No. 306803 (“CFS”). CFS has authorised the distribution of this FSG by Cashel.

Cashel and CFS’s contact details are:

**Street Address:** Level 38, 55 Collins Street Melbourne VIC 3000

**Ph:** (03) 9209 9000

**Fax:** (03) 8677 9903

**Website:** <http://cashelhg.com>

**Email:** [compliance@cashelhg.com](mailto:compliance@cashelhg.com)

This FSG should be read in conjunction with the Information set out in Attachment A. Your representative is an employee of Cashel (“Representative”).

This FSG will be updated from time to time to provide you with information about new services or changes to existing services. These changes will be published at [www.cashelhg.com](http://www.cashelhg.com). You acknowledge you will be bound by any changes, seven (7) days after publication and you will review our current FSG prior to undertaking any transaction in financial products. By acting on any advice provided by Cashel or a Representative you confirm you have read and agree to the terms and conditions in the FSG, including payment of all fees and charges with right of offset.

### 2. Purpose and content of this Financial Services Guide

This FSG is an important document and has been prepared to ensure you are given sufficient information to enable you to decide whether to obtain the financial services offered by us.

This FSG contains important information about:

- CFS, who as the Australian Financial Services Licensee, is responsible for the financial services;
- details of the financial services Cashel is authorised by CFS to provide;
- how your relationship with CFS, Cashel, and your Representative will work;
- how we and CFS can be contacted;
- how you provide instructions to your Representative;
- the documents you may receive from Cashel or your Representative;
- the remuneration which may be paid to Cashel, your Representative and other relevant persons in relation to the financial services provided to you;
- current fees and charges;
- the relationships which could influence the advice Cashel and your Representative provide and details of any potential conflicts of interest;
- your privacy and how your personal information will be dealt with;
- how complaints are dealt with; and
- compensation arrangements in place.

### 3. Who is Cashel?

Cashel is an Authorised Representative of CFS. CFS is a financial services business which provides a broad range of investment and advisory services to a diversified client base of private and institutional investors. CFS holds an Australian Financial Services Licence (AFS Licence No. 306803) and Australian Credit License (AC License No. 306 803), issued by the Australian Securities and Investments Commission (“ASIC”), which authorises it to carry on a financial services business and to provide advice on, and deal in, a range of financial products on behalf of both retail and wholesale clients.

### 4. The financial services and financial products we can offer

Cashel, as an Authorised Representative of CFS, is authorised to provide its clients with personal advice. Personal advice is only given where your Representative has considered one or more of your investment objectives, financial situation, and needs (your personal

circumstances). When requested to provide such advice, and Cashel agrees to provide it, Cashel can give personal advice in respect of:

- wealth creation including advice on securities.
- retirement planning including superannuation and strategies for transitioning to retirement;
- risk management and asset protection;
- retrenchment and redundancy advice; and
- social security/Centrelink entitlements.

From these financial services, certain types of financial products may be recommended to you. Cashel, as an Authorised Representative of CFS, is authorised to provide financial product advice and to also deal on behalf of its clients in the following financial products:

- securities;
- basic and non-basic deposit products;
- derivatives;
- foreign exchange contracts;
- government debentures, stocks or bonds;
- interests in managed investment schemes (but only issue interests in its own schemes);
- standard margin lending facilities;
- superannuation;
- investor directed portfolio services;
- MDA Services; and
- life insurance products-including investment life and life risk.

None of CFS, Cashel nor your Representative can provide any advice on the following:

- legal; or
- accounting or taxation.

Should your Representative deem it appropriate that you should seek professional advice in one of the above areas, your Representative may introduce you to an appropriately qualified third party with whom Cashel may have a referral arrangement in place. CFS acts for Cashel's clients, including you, when Cashel provides the financial services described in this FSG on behalf of CFS.

## 5. Your Representative

Your Representative is an employee of Cashel who has been sub-authorised by CFS to provide the financial services outlined in Attachment A of this FSG. If you do not have a Representative, please contact Cashel so that Cashel may introduce you to one of these experienced professionals.

Your Representative may provide personal advice, general advice or no advice:

- (a) *Personal advice* is advice where your Representative considers one or more of your investment objectives, financial situation, and needs. Due to the nature of personal advice, it is important that you immediately notify your Representative if your personal circumstances change. It is important to realise that your Representative can only provide personal advice based on the information provided by you. Without all the necessary information, the advice may not be appropriate for your personal circumstances and as such you should make your own assessment of the appropriateness of any such advice to your needs.

Cashel believes that it is incredibly hard to provide accurate full personal advice given human nature, and as such, Cashel will only ever provide limited or scaled advice. When providing limited or scaled personal advice, your Representative will notify you to the nature and the reasoning of why he or she believes that the advice provided, is scaled or limited in nature

Regarding Cashel's regulatory obligations, the same rules apply to all forms of personal advice, ensuring any advice you receive will be of the highest quality.

- (b) *General advice* is advice where your Representative does not consider your personal circumstances. Before acting on any general advice, you must consider the appropriateness of the advice in light of your personal circumstances.



If your Representative provides you with general advice, your Representative is required to generally warn you that the advice does not take into account your objectives, financial situation or needs. This general advice warning will be given in the same manner as the advice is provided (i.e. in writing or verbally).

- (c) *No Advice* is where you do not require any advice and simply require execution services. Your Representative will not evaluate the merits of such transactions or whether the particular transaction is appropriate given your personal circumstances.

Your Representative is not obliged to contact you to provide advice or recommendations. You are responsible for monitoring the performance of your investments as well as ensuring that your investments continue to be appropriate for you given your personal circumstances. No advice also extends to whether a transaction should proceed regarding timing or price.

## 6. Investment Risks

When investing, it is important to ensure that where you place your money is suited to your specific personal needs. This includes not only your family situation; your need for income versus growth; your tax situation and your investment time horizon, but also your Risk Profile.

Your Risk Profile is a measure of how comfortable you are with investments, and in the end no matter what the other advantages of an investment are, it is not suitable for you if it doesn't pass the "pillow test." That is, if you can't sleep soundly at night because you are worrying about your investment, it is not the right one for you. The following list sets out some of the possible risks associated with investing:

- Market risk;
- Sector specific risk;
- Stock specific risk;
- Timing risk;
- Liquidity risk;
- Sovereign Risk;
- Inflation risk; and

- Legislative risk.

The risks are further described in the SoA and/or PDS depending on the service or products recommended to you.

## 7. Documents you may receive

When your Representative provides personal financial advice to you, you may receive one or more of the following documents:

- Account Opening Agreement
- Letter of Engagement
- Clearing Participant Documents
- Statement of Advice (SoA)
- Record of Advice (RoA)
- Product Disclosure Statement (PDS)
- Fee Disclosure Statement (FDS).

A summary of the above-mentioned documents are set out below:

### (a) *Becoming a client: Account Opening Agreement*

To access the services offered by us you must complete an Account Opening Agreement. You should read carefully, complete, sign and return to us the Account Opening Agreement. Our agreements are binding in nature, therefore, you should obtain independent legal advice should you have a question about any agreement.

### (b) *Clearing Participant Documents*

#### (i) *ASX and Chi-X*

We are not a trading participant of either ASX Limited ABN 98 008 624 691 or Chi-X Australia Pty Ltd ABN 47 129 584 667. Therefore, although we are authorised to provide financial advice on listed securities, we are not able to execute, settle and clear ASX or Chi-X transactions directly for you. Pershing Securities Australia Pty Ltd ABN 60 136 184 962 (AFS Licence No. 338264) ("Pershing") has been appointed to provide the following services for and on behalf of our clients:

- execution and clearing services for transactions in securities and managed investment products executed through the ASX or Chi-X for our clients;

- settlement services for transactions executed by, or on behalf of, our clients;
- sponsorship services; and
- nominee and other custody services for our clients.

If you require the above services to be provided, you will also need to become a client of Pershing. The Account Opening Agreement facilitates this. Included in the Account Opening Agreement is the Pershing FSG and any other disclosures which contain further information about the services provided by Pershing to you and the terms and conditions on which those services are provided.

#### *(ii) International markets*

We also engage Pershing to arrange execution, clearing and settlement services in securities on international markets. This means that Pershing will arrange for the execution, clearing and settlement of the transaction with an entity which holds the appropriate authorisations to do so in that market (**International Securities Trader**). The International Securities Trader may be a Pershing group entity or a third-party entity. You may effect an international securities transaction on an international market by providing instructions to us. If you require the above services to be provided, you will also need to become a client of Pershing, but not the client of the International Securities Trader. Like the ASX and Chi-X execution arrangements, the Account Opening Agreement facilitates this. Included in the Account Opening Agreement is the Pershing FSG and any other disclosures which contain further information about the services provided by Pershing to you and the terms and conditions on which those services are provided.

#### *(c) Statements of Advice (“SoA”)*

If you are a retail client and your Representative provides you with personal advice in relation to a financial product or service having taken into account your current financial situation and future needs you will receive an SoA. The purpose of an SoA is to help you understand and decide whether to rely on personal advice and sets out your Representative’s advice, the basis of that advice and

details about the fees, costs and other benefits payable as a result of the advice given.

Where you maintain your advisory relationship with your Representative, an SoA is generally not provided for further advice situations provided that your personal circumstances and the basis for our advice are not significantly different from the relevant personal circumstances and basis for our advice prevailing at the time of our earlier advice. In this case, if your Representative does not provide an SoA, you may still request Record of Advice (“RoA”) setting out the details of the personal advice provided to you. You may request a copy of that RoA from your Representative for up to 7 years after receiving the personal advice and we will comply with that request.

If there is any change in your personal circumstances after an initial SoA has been provided, you should immediately notify your Representative so that an updated SoA can be provided.

#### *(d) Product Disclosure Statement (PDS)*

If your Representative recommends certain types of financial products such as managed funds, exchange traded options and warrants, margin lending facilities or superannuation products, other than a financial product that is a listed security, then your Representative will provide you with a PDS or a Prospectus depending on the product. These documents are prepared by the issuer of a financial product, which are designed to set out, among other things, a detailed description of the financial product, the risks and benefits of the product and the amounts payable in respect of the product.

#### *(e) Other Documents and Agreements*

For investment in certain financial products, your Representative may need to provide you with other documentation, including any required agreements relating to these financial products. Also, if you wish to access certain services, you will be provided with additional documentation, including relevant agreements.

*(f) Fee Disclosure Statement*

If your Representative provides you with personal advice and you enter into an arrangement that you make with your Representative to pay fees for services that your Representative provides to you on an ongoing basis for a period of more than 12 months (Ongoing Fee Arrangement), if required by law, your Representative will give you:

- (i) an annual fee disclosure statement that includes information required by law including an explanation of the services you are entitled to receive, the services that you may have received and the fees paid under the Ongoing Fee Arrangement during the previous 12-month period; and
- (ii) a renewal notice that asks you if you wish to renew the Ongoing Fee Arrangement and includes other statements as required by law every two years or such other period that is permitted by law.

## 8. Transaction Instructions

Your Representative will work with you to agree what advice and services your Representative will provide and when and how often your Representative will provide them. Where you agree to ongoing advice and services, the details will be documented and provided to you. If at any time you wish to terminate your relationship with your

Representative, please contact your Representative using the details shown in Attachment B of this FSG.

You may instruct your Representative to transact on your behalf by giving your Representative verbal instructions (either by telephone or in person), by electronic communications (such as email or facsimile), or in writing at the address set out at in the SoA or as otherwise notified to you. Where you give written instructions, your Representative will only act on them once your Representative has received and reviewed your instructions. Your Representative also reserves the right to request that your instructions be in writing (whether by email, facsimile, or original as the case may be) or that you clarify any instructions that are unclear.

## 9. What we may charge you

Cashel may charge brokerage, commission or a fee depending upon the services that are provided. Cashel may also pay or receive other fees in relation to services supplied to you, but which are not payable by you. All fees are subject to change. All fees are exclusive of GST and an amount equal to the amount of the GST is payable by you at the same time as the fee is due (currently 10%).

FEE TYPE	WHEN IS IT PAYABLE	HOW MUCH IS PAYABLE
<b>Fees payable by you – Australian financial products and services (All fees exclude GST)</b>		
<b>Financial Advice Fee</b>	The Finance Advice Fee is normally charged prior to you receiving the relevant advice or documentation and will be debited from your nominated bank account.	If a fee is payable, your Representative will disclose it to you through the preparation of the relevant advice document. Generally, advice may take between 8 and 40 hours to complete. It will be subject to a minimum of \$2,500.  If your personal circumstances change after the advice has been prepared and you require further advice to take account of this change a further fee may be imposed.



		<p>The Representative may waive payment of the Financial Advise Fee on commencement of the relationship with Cashel on the basis that:</p> <ol style="list-style-type: none"> <li>a) The minimum annual financial fees payable by your under this FSG or another financial advice engagement, will be no less than \$7,500 (plus GST) per year, and</li> <li>b) Should you discontinue your investment management engagement with Cashel within 12 months of commencement, then the Financial Advice Fee will apply.</li> </ol> <p>Should this apply, Cashel may withdraw the amount directly from your investment account without further consultation with you.</p>
<p><b>On-going Financial Advice</b></p>	<p>The ongoing financial advice fee is charged on an hourly basis and debited to your nominated bank account.</p>	<p>The ongoing financial advice fee is calculated on an hourly basis with a minimum hourly charge of \$350 per hour.</p> <p>The on-going financial advice may cover providing the following:</p> <ul style="list-style-type: none"> <li>• Ownership structuring and asset protection</li> <li>• General tax planning</li> <li>• Debt advice</li> <li>• Superannuation and retirement planning</li> <li>• Active asset allocation, and</li> <li>• Estate planning financial advice; and</li> <li>• Risk and insurance advice.</li> </ul> <p>Please note your Representative may waive any on-going financial advice fees based on the quantum of your annual Investment Management Fee.</p> <p>Should you need credit assistance (mortgage broking) a Cashel Credit Representative will be able to provide assistance under CFS' Australian Credit License (ACL No. 306803).</p>
<p><b>Investment Management Fee</b></p>	<p>The Investment Management Fee is charged monthly in arrears and debited from your investment account.</p>	<p>It is calculated as the <b>greater</b> of the following:</p> <ol style="list-style-type: none"> <li>a) \$7,500 per year (<b>minimum annual fee</b>), or</li> <li>b) 1% of Capital Under Management of up to AUD\$10 million, plus</li> </ol>

		<p>c) 0.7% for Capital Under Management over AUD\$10 million</p> <p>Your Representative may provide ongoing Financial Advice at no additional cost to you.</p> <p>Capital Under Management means all funds, securities and assets advised by Cashel on one of the Investment Administration Platforms.</p>
<b>Separately Managed Account Fee</b>	<p>The Separately Managed Account (SMA) fee is charged monthly in arrears and debited from your cash holding on the platform.</p>	<p>The fee is calculated as an annual percentage of the value of the investment portfolio (usually between 0.6% and 0.8% per annum) that resides in one of Cashel's Separately Managed Account mandates. Your Representative will be discussed the actual fee with you prior to preparation of the relevant documents.</p> <p>For further detail regarding the SMA service Fees, please read the relevant Product Disclosure Statement and Investment Guide for one of the Investment Administration Platforms.</p>
<b>Investment Administration and Custody Fee</b>	<p>The Investment Administration and Custody Fee is the fees charged to you by an Investment Administration Platform (Investment Administration Platform) providers.</p>	<p>On a monthly basis should you use one of Cashel's approved investment administration platform providers you will be charged an administration fee on a monthly basis. This administration fee will include costs for providing custody, online reporting, auditing and investment administration.</p> <p>This will apply to both superannuation and non-superannuation accounts.</p> <p>For further details please refer to the below documents (but not limited to) that are available on the Investment Administration Platform providers websites:</p> <ul style="list-style-type: none"> <li>• Xplore Super WRAP Product Disclosure Statement</li> <li>• Xplore WRAP Product Disclosure Statement</li> <li>• Linear Managed Investment Account Product Disclosure Statement</li> <li>• Netwealth Accelerator Product Disclosure Statement</li> </ul>
<b>Manual Reporting Service</b>	<p>The Manual Reporting Services fee is charged based on an hourly basis, based on</p>	<p>Where you do not use an investment administration platform, Cashel reserves the right to charge a manual report preparation fee of up to \$350 per hour. With a minimum fee of \$50 per request.</p>





	the need to compile manual reports.	Cashel does not warrant the accuracy of these reports in any way, and strongly suggests that you use one of Cashel's preferred Investment Administration Platforms. Cashel may refuse to service you should you not use one of Cashel's preferred administration platforms.
<b>Brokerage</b>	<p>When you buy and sell listed financial products, brokerage is added to the purchase price of a buy transaction and is deducted from a sell transaction. Brokerage is settled on a T+1* for derivative transaction or T+2** for equity transactions.</p> <p>*being one business day after the trade date **being two business day after the trade date.</p>	<p>All Brokerage rates are negotiable and should be discussed with your Adviser prior to transacting any business.</p> <p>The rate of brokerage is usually between 0.5% and 2.5% of the value of the transaction. All transactions are subject to a minimum charge for brokerage of \$125 per trade.</p> <p><i>Example (1): You buy 500 BHP @\$20 Total Consideration \$11,000. Brokerage rate 1%</i></p> <p>\$11,000 x 1% = brokerage payable \$110</p> <p>Total brokerage payable \$125 Minimum brokerage payable \$125</p> <p><i>Example (2): You buy 1000 BHP @\$20 Total Consideration \$20,000. Brokerage rate 1%</i></p> <p>\$20,000 x 1% = brokerage payable \$200</p> <p>Total brokerage payable \$200 Minimum brokerage payable \$125</p> <p>The specific rate of brokerage will depend on a number of factors such as the level of service, size and/or frequency of the transactions, and the type of advice on your account. The actual amount of brokerage payable by you will be disclosed in the confirmation of the transaction.</p>
<b>Off market transfer fee</b>	If you wish to transfer financial products other than through a trading facility.	<p>\$100 will be charged per transaction</p> <p>This fee is payable prior to the transfer being completed.</p>
<b>Rebooking Fee</b>	When you request that your transaction be re-booked from one Cashel account to another.	\$25 per re-booking

<b>Posted Trade Confirmations</b>	When you request that Pershing provide you with a posted copy of your trade confirmation.	\$1 per trade confirmation.
<b>Fail Fee</b>	If you do not settle a trade or supply holder identification with T+1 or 2 timeframes (as the case maybe), Fail Fees will be charged to your account.	Fail fees are charged as a percentage of the trade value per day. The current rate for a failed sell trade is 0.1% of the value of the trade value per day, subject to a minimum fee of \$100 and a maximum fee per security of \$5,000. This fee is entirely imposed by the ASX and passed on to you.  The current rate for a failed buy trade is a minimum of 12% up to a maximum of 20% above the RBA cash rate on the trade value per day.
<b>Dishonor Fee</b>	When a payment provided by you is not honored on presentation by Pershing.	\$50
<b>Manual Booking Fee</b>	When you request Pershing to book a trade completed by another firm.	\$20 per booking
<b>International T/T Fee</b>	When you request Pershing to arrange through its bank an International telegraphic transfer	\$50 per transfer
<b>Administration Fee</b>	When you request Cashel to undertake any non-standard administration tasks.	\$80 for a simple task. If the matter is complex your Representative will discuss the fee with you prior to undertaking the task.
<b>Search Fee</b>	If you cannot supply an accurate SRN when selling Issuer Sponsored securities.	\$20 per search
<b>Fees payable by you – International financial products and services (All fees exclude GST)</b>		
<b>Brokerage</b>	As with Australian financial products above.	Brokerage rates are as described above, except that a minimum brokerage of \$200 shall apply. Cashel may incur additional costs through a third party which we may pass on to



		you. Please note that exchange rate movements may affect the final price for International financial products.
<b>Stock Transfer</b>	When you request that stock be transferred in or out from Cashel's overseas Custody account.	\$100 will be charged per inward transaction, and \$150 per outward transaction.
<b>Foreign Currency Processing Fee</b>	When you request Cashel to arrange a currency conversion on your behalf.	Up to a maximum of 40% of the amount.
<b>Other Fees</b>	When you request Cashel to arrange an international transaction or service.	Cashel will pass on any fees levied upon it by external local and foreign agents. These may include custody charges, certification fees, compliance fees and notification charges. Your Representative will discuss these fees prior to the establishment of the facility or initial transaction.
<b>Fees payable by other parties (not you)</b>		
<b>Other Commissions</b>	Cashel may receive a fee or commission from financial products if Cashel has an existing arrangement with the product provider prior to 1 July 2013 or if you consent to the payment of such a fee to Cashel.	Any fees or commissions Cashel receives are calculated as a percentage of the amount you invest in the financial product. The rate of commission is usually between 0.05% and 1.0% depending on the period of investment. The specific rate will be provided to you with the issuer's documentation or PDS or will be separately disclosed to you.
<b>Credit Assistance</b>	Where CFS provides Credit Assistance (mortgage brokering).	If any brokerage is received from a regulated financial institution for arranging a consumer credit product (governed by the National Consumer Credit Protection Act), CFS or one of its Credit Representatives will receive the brokerage under its ACL, which may include an upfront front commission of between 0.3% and 1.0% of the drawn loan funds, and a trail commission of 0.1% to 0.5% per annum. Details of this will be disclosed in a document known as a Credit Disclosure Document.

		Should CFS not receive a commission, it reserves the right to charge a financial arrangement fee of 1.0% for any loan funds arranged for you (at your request).
<b>Risk and Insurance Advice</b>	Should you engage us to provide personal insurance advice and insurance brokerage.	<p>Cashel may receive initial commissions from product providers if you decide to purchase a product a Cashel financial adviser recommends. The amount of the initial commission is calculated as a percentage of the insurance premium paid by you. The fee may be deducted from commission paid by the insurer when you purchase the insurance.</p> <p><b>Initial commissions</b>, where permitted by law, are calculated as follows:</p> <ul style="list-style-type: none"> <li>• Life insurance investments, managed investments, superannuation, IDPS products, between 0-5% (GST inclusive) of the investment amount, or</li> <li>• Life insurance risk products: between 0% - 77% (GST inclusive) of the premium that you pay.</li> </ul> <p><b>Ongoing commissions</b>, where permitted by law, are paid from any ongoing premiums paid by you, and calculated as follows:</p> <ul style="list-style-type: none"> <li>• Life insurance investments, superannuation, IPDS products between 0% - 3% (GST inclusive) of your investment amount; or</li> <li>• Life insurance risk products: between 0% and 22% (GST inclusive) of the renewal premium.</li> </ul>
<b>Insurance Claim Assistance</b>	Should we identify and assist with making an insurance claim which is successful.	We reserve the right to charge a fee of up to 20% of the insurance claim in lieu of an hourly based fee.
<b>Business and Corporate Finance Advice Fees</b>	Cashel may receive payments from companies for undertaking various corporate activities including but not limited to placements, initial public offerings of financial products and strategic advice.	Cashel may earn fees, commissions or income from such corporate activities and have an interest in the financial products involved in these activities. Any fees earned by Cashel will (where relevant) be disclosed to you in the documentation relating to the offer or by your Representative.

<b>Referral Fees</b>	<p>A referral fee may be paid to Cashel if you are referred to a third-party provider, such as an Insurance Underwriter etc. Likewise, if you have been referred to Cashel, we may pay the referrer a fee.</p>	<p>The amount of the fee depends on the specific arrangement. You may request particulars of the referral fee that the third-party paid to Cashel, or likewise Cashel paid to the referrer. Your Representative will disclose any referral fees in your SoA.</p>
<b>Alternative Remuneration</b>	<p>From time to time, Cashel and it's representatives may also receive other benefits from product providers.</p>	<p>If the benefits are received, they can only be valued at less than \$300 per item or will otherwise be declined.</p> <p>Cashel maintains a public register of all other benefits we received, regardless of whether they are accepted or declined greater than \$300.</p>

## 10. How are we paid for our services

### Our Remuneration

Cashel's directors and representatives receive a salary. Directors and representatives may receive a bonus based solely on the performance of the business as a whole, which is mainly dependent on achievement of compliance and strategic development hurdles along with commercial objectives of growth on Capital Under Management, Upfront Commission and Trail Commission payments from Mortgage and Insurance Broking and from Finance Advice Fees. They do not directly receive a proportion of the advisory, brokerage and other fees you or others pay.

The fees or other costs that your Representative may charge for services provided or products recommended, depends on the nature and complexity of your situation and the advice that is provided.

The fees we receive are set out in Section 9 of this FSG. All fees are exclusive of GST (unless otherwise indicated) and Cashel reserves the right to change these fees from time to time.

If your Representative provides you with a SoA in relation to personal advice, and our remuneration (including commission) and other benefits:

- (a) are calculable at the time the personal advice is given, the remuneration (including commission) and other benefits Cashel may receive on specific financial products to which the personal advice relates; or
- (b) are not calculable at that time, the manner in which that remuneration (including commission) and other benefits are to be calculated,

will be disclosed at the time the personal advice is given or as soon as practicable after that time.

Where Time Critical Advice is given (where you instruct that the transaction takes place before the SoA is given to you) your Representative will advise you orally of the fees, commissions and any other benefits applicable and these will be restated in the SoA to you. In such cases, your Representative will provide you an FSG no later than 5 days after the date of the advice is provided.

## 11. Potential Conflicts of Interest

Cashel and CFS are each wholly owned subsidiaries of Cashel Family Offices (Australia) Pty Ltd ABN 67 131



322 024. Cashel and CFS, your Representative and their associates, respective officers and employees may have a pecuniary or other interest in the financial products which you purchase or sell. However, neither Cashel, its employees, CFS, nor any related body corporate of CFS have any associations or relationships with any issuers of financial products that might reasonably be expected to be capable of influencing Cashel in providing any of the authorised services.

For further details on how we deal with potential conflicts of interest, please refer to our Conflict of Interest Policy located on our website at [www.cashelhg.com](http://www.cashelhg.com).

## 12. Privacy and Privacy collection statement

As part of providing services to you, Cashel and your Representative will need to collect and use personal information about you to enable them to provide recommendations, advice and assist with the execution of transactions and provide other services to you. Where possible Cashel, and your Representative will obtain that information directly from you, but if authorised by you we may also obtain it from other sources such as your employer or accountant. If that information is incomplete or inaccurate, this could affect your Representative's ability to analyse your needs, objectives and financial situation fully or properly, so your Representative's recommendations may not be completely appropriate or suitable for you.

For details of how Cashel and your Representative may use and disclose your personal information and how you can access and update it, please refer to our Privacy Policy by visiting our website at [www.cashelhg.com](http://www.cashelhg.com) or ask your Representative for a copy.

Your Representative and Cashel may share your personal information with any:

- member, representative, affiliate or related entity of Cashel or associated entities;
- CFS;

- entity carrying out functions on behalf of Cashel and/ or CFS; and
- other entity that Cashel or CFS engages to assist in the provision of services requested by you.

We are also required under the *Anti-Money-Laundering and Counter-Terrorism Financing Act 2006* (Cth) (AML/CTF Act) to implement client identification processes. We will need to verify your identity in accordance with the AML/CTF Act. Your Representative will let you know what documentation you will need to present to allow them to provide you with appropriate advice and to meet relevant customer identification requirements under the AML/CTF Act.

If you have any questions about our privacy policies please contact the Privacy Officer by writing to:

Privacy Officer  
Level 38, 55 Collins Street  
Melbourne, Victoria, 3000

If you wish to access and update your personal information please contact your Representative or the Privacy Officer at the address above. We may charge you our reasonable costs of accessing and/or photocopying personal information that you request

## 13. How we deal with complaints

Should you be of the opinion that the services provided to you are not at an acceptable level, you have the right to make a complaint. We encourage you to refer any complaints to your Representative in the first instance. If you are dissatisfied with the response from your Representative or do not feel comfortable discussing the complaint with your Representative, please contact CFS and ask to speak with its Complaints Officer. We also suggest you put your complaint in writing at the time so that the issues are fully documented and understood by the parties. Your complaint should be addressed to:

The Complaints Officer  
Cashel Financial Services Pty Ltd

Level 38, 55 Collins Street Melbourne VIC 3000

Ph: 03 9209 9019

Fax: 03 8677 9903

Email: [complaints@cashelhg.com](mailto:complaints@cashelhg.com)

When CFS receives a written complaint from you:

- (a) it will initially respond with written acknowledgement that it has received your complaint; and
- (b) it will respond to all matters raised by the complaint within 30 days.

If CFS does not resolve the complaint to your satisfaction, you have the option of pursuing your complaint to an external dispute resolution body.

If your complaint relates to financial advice, investments, or insurance matters:

Australian Financial Complaints Authority

GPO Box 3

Melbourne, VIC 3001

Ph: 1800 931 678 (free call)

Web: [www.afca.org.au](http://www.afca.org.au)

Email: [info@afca.org.au](mailto:info@afca.org.au)

Cashel Member No: 12432

You can also lodge your complaint with ASIC by calling 1300 300 630.

If your complaint relates to a service provided to you by Pershing, we ask that you seek to have your complaint dealt with in the manner set out in the Pershing FSG.

If your complaint relates to personal information held by us and we have not responded to your complaint within 30 days or you're not happy with our response:

The Office of the Australian Information Commissioner:

GPO Box 5218, Sydney NSW 2001

Email: [enquiries@oaic.gov.au](mailto:enquiries@oaic.gov.au)

Web: <https://www.oaic.gov.au/privacy/privacy-complaints/lodge-a-privacy-complaint-with-us/>

## 14. Professional Indemnity Insurance and Compensation Arrangements

In accordance with section 912B of the Corporations Act relating to retail client compensation arrangements, CFS maintains professional indemnity insurance cover that CFS has reasonably determined is adequate having regard to the nature and extent of the business and the responsibilities and risks assumed in connection with that business, namely:

- its maximum liability under the Australian Financial Complaints Authority of which it is a member;
- volume and nature of its business;
- number and kind of clients; and
- the number of authorised representatives it has.

## 15. How Cashel can be contacted

Level 38, 55 Collins Street Melbourne VIC 3000

Ph: (03) 9209 9000

Fax: (03) 8677 9903

Web: <http://cashelhg.com>

Email: [compliance@cashelhg.com](mailto:compliance@cashelhg.com)

# Attachment A – Representative Profile

This document forms part of the FSG and contains specific information relating to your Representative